

FM 110700

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF FORT BEND

§

THIRD AMENDMENT AGREEMENT FOR PROFESSIONAL  
INSTALLATION SERVICES AND EQUIPMENT PURCHASE  
RFP # 10-073

THIS THIRD AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, hereinafter referred to as "County," and Alternative Power Solutions, Corp., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

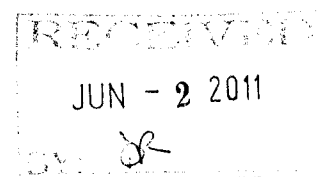
WITNESSETH:

County and Contractor previously entered an Agreement for Professional Installation Services and Equipment Purchase dated June 22, 2010 (hereinafter referred to as the "Agreement,"), a First Amendment on August 24, 2010 and a Second Amendment on December 21, 2010, (hereinafter referred to as the "First Amendment" and "Second Amendment") for services provided at various parks located in Fort Bend County, Texas, hereinafter called the "Project." County and Contractor now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Contractor hereby agree as follows:

- A. An additional amount not-to-exceed \$30,999.14 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Contractor for services provided shall not exceed \$316,567.14.00 as follows:
  - 1. \$167,268.00 for services under the Agreement;
  - 2. \$112,000.00 for services under the First Amendment
  - 3. \$6,300.00 for services under the Second Amendment
  - 4. \$30,999.14 for additional services provided under this Third Amendment.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Third Amendment and the Agreement and prior amendments, the provisions of this Third Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A - proposal from Contractor dated September 13, 2010, Exhibit B - Agreement for Professional Installation Services



and Equipment Purchase dated June 22, 2010, Exhibit C - First Amendment to the Agreement dated August 24, 2010, and Exhibit D - Second Amendment to the Agreement dated December 21, 2010 all exhibits incorporated by reference as if set forth herein verbatim for all purposes.

### EXECUTION

This Third Amendment shall not become effective until executed by County.

FORT BEND COUNTY

By: 

Robert E. Hebert, County Judge

Date: June 7, 2011

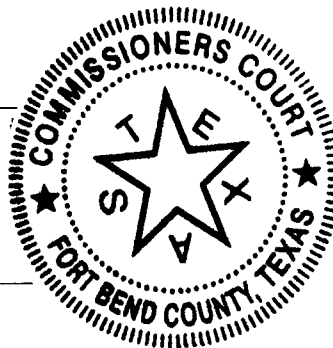
ATTEST: 

Dianne Wilson, County Clerk

APPROVED:

By: 

Don Brady, Director  
County Facilities Management  
& Planning Department



Date 6/2/11

CONTRACTOR:

Alternative Power Solutions, Corp.

  
Ralph Parrot, President

Date 6/1/11

MER:Alternative Power Solutions.PSA/3410.3<sup>rd</sup> AMEND

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 316,567.14 <sup>an</sup> ~~30,999.14~~ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

  
Ed Sturdivant, Fort Bend County Auditor

Attachments:

- Exhibit A: September 13, 2010 Proposal from Contractor
- Exhibit B: Agreement dated June 22, 2010
- Exhibit C: First Amendment dated August 24, 2010
- Exhibit D: Second Amendment dated December 20, 2010

EXHIBIT A



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TECL #25290

April 18, 2011

## Fort Bend County

**Solar Powered Security Lighting  
RFP 10-073**

**Project Extension #3**



To: Mr. Don Brady

Company: Fort Bend County

Install Location: Selected Fort Bend County Locations

From: Ralph Parrott • Alternative Power Solutions Corp.

Mr. Brady:

Please accept the attached proposal for the extension of our original contract to install solar lighting systems within selected Fort Bend County Parks and facility grounds. The attached proposal for contract extension in the amount of \$30,999.14 is in addition to our previously signed lump sum contracts totaling in the amount of \$285,568.00.

Attached you will find the price and material breakdown, warranties, Terms & Conditions. This quote is valid for 90 days. We look forward to earning your business; helping Fort Bend County achieve energy independence, and purchasing a great investment. Please contact us with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ralph Parrott".

Ralph Parrott  
President  
Alternative Power Solutions, Corp.

[Ralph.parrott@apowersolutions.com](mailto:Ralph.parrott@apowersolutions.com)  
[www.apowersolutions.com](http://www.apowersolutions.com)

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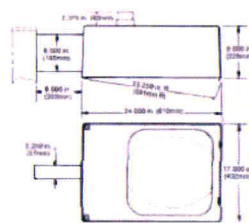


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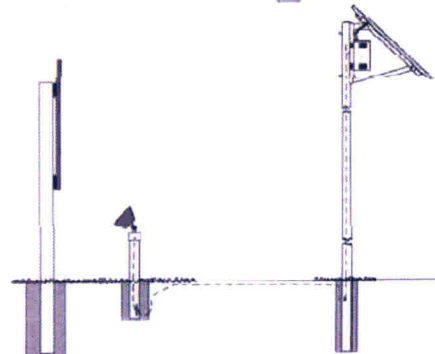
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## System Index

APS- SEPA85-SBSUN30-DAT4+2-ST Type II  
Solar Electric Power Assembly 85 Watt  
82 Amp Hour Battery Assembly  
Shoebox Fixture w/ 30 Watt SUN LED  
Timer set for 4 after dusk +2 before sunrise  
Side of Pole Tenon Bracket



APS- SEPA85-2F2LED13Watt-Dat4+2-2FB  
Solar Electric Power Assembly 85 Watt  
82 Amp Hour Battery Assembly  
2 ea F2 Flood Fixtures w/ 13 W LED  
Timer set for 4 after dusk +2 before sunrise  
Fixture Bracket  
Steel Galvanized Pole up to 21'



### **Barbara Jordan park bathroom solar lighting systems**

As we discussed, we can effectively modify the existing SEPCO solar power systems to meet your needs as follows:

1. Replace existing SEPCO dusk + 6 hour controller with a SEPCO always on controller
2. Install/wire two occupancy sensors (see attached spec sheet)--one in the men's and one in the women's room, respectively--to SEPCO battery/control box
3. Retrofit both of the existing Wall Mount light fixtures with an 18 Watt LED lamps
  - o note: on-off motion activated lighting has an adverse affect on CFL lamps..whereas it has no effect at all on LED lamp--thus the need for the retrofit
  - o The light output of 18 Watt LED lamp will be comparable to 26 Watt CFL lamp--better yet it will draw less power
4. Once the changes outlined above are complete, the system will be capable of powering two(2) 18 Watt LED Wall mount fixtures for an average of 7.5 hours of cumulative motion activated lighting per 24 hour day.

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## PROJECT PRICING

### Bates Allen Park

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT4+2-ST Type II	\$3,480.48	2	\$6,960.9
2	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
3	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	2	\$2,300.00
	Total			<b><u>\$11,660.96</u></b>

### Kendleton Park and Ride

Item	Description	Unit Cost	Quantity	Total Cost
1	APS- SEPA85-SBSUN30-DAT4+2-ST Type II	\$3,480.48	2	\$6,960.9
2	FHAB - Comp. Pole 27' DB	\$1,200.00	2	\$2,400.00
3	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	2	\$2,300.00
	Total			<b><u>\$11,660.96</u></b>

### Cinco and Barker Cypress

Item	Description	Unit Cost	Quantity	Total Cost
1	SEPA85-2F2LED13Watt-Dat4+2-2FB	\$2,998.80	1	\$2,998.80
2	Installation of Systems including Cut Concrete, Drill, Foundation, Install Light	\$1,150.00	1	\$1,150.00
	Total			<b><u>\$4,148.80</u></b>

### Barbara Jordan Bathroom

Item	Description	Unit Cost	Quantity	Total Cost
1	( 2)Lighting Controllers, (2)occupancy sensors, (2)fixtures retrofit packages	\$1,328.42	1 set	\$1,328.42
2	Replacement of systems including, labor	\$350.00	2	\$700.00
	Total			<b><u>\$2,028.42</u></b>

Material Shipping - \$1,500.00

Project Cost = **\$30,999.14**

Notes: Foundations include concrete reinforced direct burial

*pp*



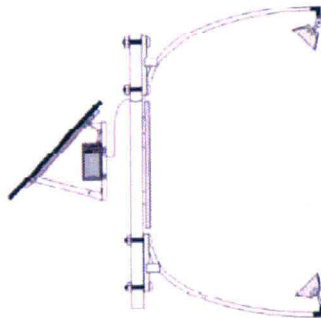
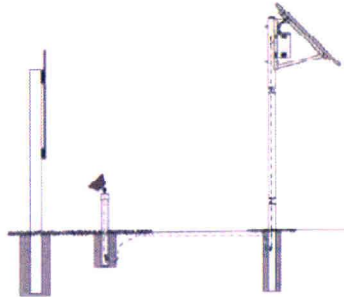


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## Sign & Billboard Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below are two typical sign lighting systems. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, the size flood fixture (F1, F2, F3, F4) needed to illuminate your sign, and your choice of controller. Note that one sign system includes the side of pole bracket (SP) for mounting on the top or bottom of a sign.



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5"15"45° welded aluminum power bracket which bolts to any pole or wall. The power assembly can be mounted directly to the sign, or up to 100' away, as shown in the first line art drawing.

You have a total of four options for sign lighting fixtures. When designing your sign lighting system, the characteristics of each fixture are analyzed to provide the best illumination for the application. The F1 and F2 fixture is black powder coated and is sealed for outdoor wet locations. They feature a large flood pattern by using a mirror reflector with seven facets and an aluminum swivel mount. The F4 fixture features a long fluorescent lamp. Conversion kits with 48" lamps are available for internally illuminated signs. For more information, see the Design Guide and the Fixture F1-F4.pdf. cutsheet



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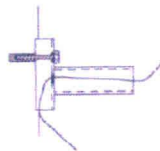
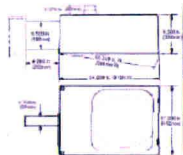
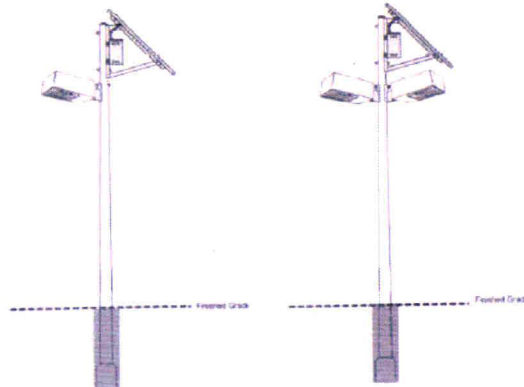


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## Shoebox Lighting

SEPCO™ offers over 2,000 models of commercial lighting. Below is a typical shoebox lighting system. Our systems come complete with a Solar Electric Power Assembly (SEPA) sized specifically for your application and location, Shoebox fixture (SB), your choice of controller, and the side of pole tenon bracket (ST).



The power assemblies are sized by the lamp power consumption times the hours of operation and take into account how much sun there is in each geographic area. Each self contained power assembly uses the best, single crystal solar modules which are bonded into a single array with full cover vented aluminum panel pans with welded rear channel mounting brackets, an aluminum vented battery storage assembly which includes single or double sealed GEL batteries and all control electronics. All components attach to our unique 5°/15°/45° welded aluminum power bracket which bolts to any pole or wall.

The Shoebox fixture is dark bronze and constructed of cast aluminum with rounded corners and tapered sides. It features a front opening slide latch for "no tool" lamp replacement. It is deep in height to provide for a deep parabolic reflector. This provides the largest circle of even illumination. The special crystal lens provides high light transmission while insuring cut off optics for dark sky compliance. With a deep bowl reflector, a single lamp provides more intense illumination with a larger pattern when compared to a two lamp and two ballast arrangement often found in a flat, square sided, shallow shoebox fixture. Our fixture design is more efficient and less maintenance. The fixture lamp choices are 18 to 42 Watts using high intensity compact fluorescent lamps with white colors up to 6,500° Kelvin.

The side of pole tenon bracket provides a 2 3/8" tenon pipe horizontal for side of pole or wall mounts.

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PAGE 1 OF 2

**MARATHON**  
COMPOSITE POLES

POLE CAP

DRILLED TO BUYER'S SPECIFICATIONS.

25'-0"

8'-0"

ANCHOR BASE COVER  
POLE ANCHOR BASE  
CONCRETE FOOTING

BUTT DIA. 11.94"

EARTH LINE

NAMEPLATE

ORIENTATION VIEWED FROM TOP OF POLE

NOTES:

- COLOR: SPECIFY
- BASE COVER INCLUDED
- 10"-11" BOLT CIRCLE

**SEPCO**

QUANTITY: 136		JOB NUMBER:		CAT. NO. 5A25-K-540-0-PC-NP-BC-ADPT16-11	
QUOTE #:		REF:		SPECS:	
REV.		DATE		BY	
REMARKS		TIP DIA: 6.54"		WIND VEL.: 120 @ 1.3	
		WEIGHT: N/A		LUM. WEIGHT: 540 lbs	
		DRAWN BY: PLF		LUM. EPA: 19.0 sqft	
				STATIC DEFL:	
				TOTAL DEFL:	
				DATE: 9/23/2009	

PM

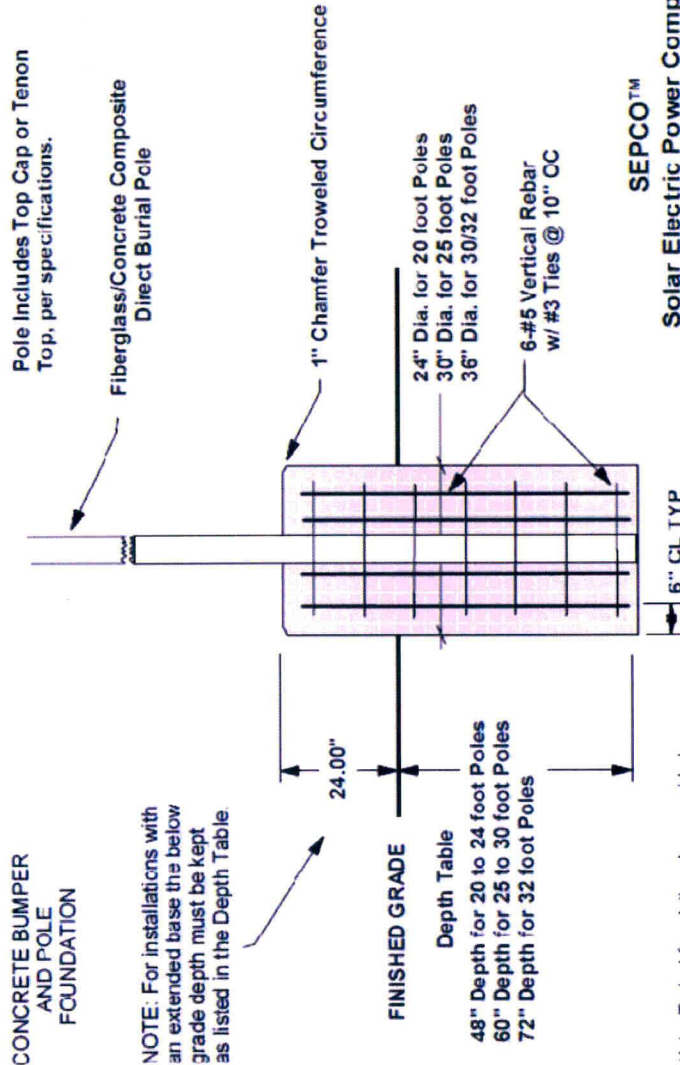




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SEPACO™	<i>Typical Foundation for 20' TO 32'</i> <i>Composite Pole with or without Bumper</i>	PROJECT ID	CAD/CUS/ID/BEH/NOT
		DATE	04-05-06
		REVISION	Rev. 01-01
		DRAWN BY	S. Robbins
		APPROVED	SEPACO ENGINEERING



NOTE: For installations with an extended base the below grade depth must be kept as listed in the Depth Table.

48" Depth for 20 to 24 foot Poles  
60" Depth for 25 to 30 foot Poles  
72" Depth for 32 foot Poles

Note: Typical foundation plans provided as a guideline, consult a local structural engineer for site specific installations.

SEPACO™  
**Solar Electric Power Company**  
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772-220-6615 FAX: 1-772-220-8616 Web: sepacomet.com

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## Occupancy Sensor

Load Control Part No: OCS



- Ceiling mount PIR occupancy sensor
- 12 VDC or 24 VDC operation
- 360°, 1200 sq ft coverage
- Interfaces directly with single or multiple light fixtures through an internal power relay up to 10 Amps
- Low-profile design
- DIP switch adjustable sensitivity, time and override
- High immunity to RFI and EMI
- UL and CUL listed; Five year warranty

### System Information:

The occupancy sensor is a ceiling mounted passive infrared occupancy sensor that operates lighting or other loads as it detects people entering an area. These are specified for phone kiosks, bus shelters, restrooms, park pavilions, work and storage areas that are powered by solar electricity.

### Operation:

The occupancy sensors control systems via an internal isolated relay. The isolated relay has normally open and normally closed outputs and is rated for 10 Amps. When occupancy is detected, the sensor signals the light(s) to turn on. Likewise, when the controlled area is vacated, the sensor will turn the light(s) off.

### Features:

The sensors feature a user-adjustable time delay which functions through a highly accurate digital timer. The time delay is programmed with a DIP switch and can be set from 30 seconds to 30 minutes. The lights will stay on while people are present and go off the time set after the controlled area is vacated. Two levels of sensitivity (minimum or maximum) are also selectable through the DIP switch. Coverage for the sensors can reach 1200 square feet using the Extended Range lens and 500 square feet using the High Density lens (circular pattern) for walking motion. Each sensor is shipped with area masking material to mask areas such as roads, sidewalks, etc, from causing false triggers.



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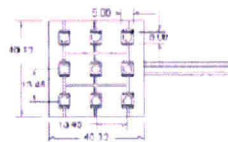
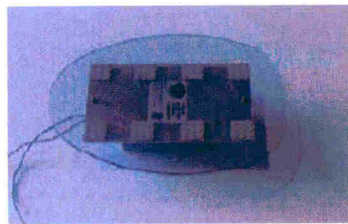
SEPCO™

SEPCO  
Part Number 18W LED Insert



## 18 Watt LED Lamp Insert

The SEPCO 18 Watt LED lamp insert consists of eight high intensity LED light disks to provide a large round pattern of illumination for a roadway, parking lot, security and many other applications. This 18 Watt LED lamp insert is available in all SEPCO standard light fixtures including: cobrahead, shoebox and power flood fixtures, respectively.



Part NO	Emitting Color	Operating Voltage Range Unit: VDC	Current Draw @ 12 Volts DC Unit: ma	Luminous Flux Unit: lumens	Dominant Wavelength/CCT* Unit: nm / K	Beam Pattern Unit: degrees
LED Disk	Cool White	8-30	960	120	7000	120



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## Standard Commercial Warranty

### SEPA Solar Electric Power Assemblies and Lighting Systems

#### Warranty

Solar Panels	25 Years
SEPCO™ LCU-1 Controller	5 Years
Sealed "GEL" Battery (Full Replacement)	2 Years
Sealed "GEL" Battery (Additional Pro-Rated)	5 Years
SEPCO™ Light Fixtures	5 Years
Mounts and Hardware	25 Years
SEPCO™ D.C. Inverter Ballasts	5 Years
SEPCO™ Radial Fluorescent and LED Lamps	5 Years
SEPCO™ D.C. to A.C. Inverters	2 Years
SEPCO™ D.C. to D.C. Converters	2 Years

#### Life Expectancy

Solar Panels	30 Years+
SEPCO™ LCU-1 Controller	15 Years
Sealed "GEL" Battery	5-7 Years
SEPCO™ Light Fixtures	15 Years
Mounts and Hardware	30 Years
SEPCO™ D.C. Inverter Ballasts	15 Years
SEPCO™ Enhanced Cold Cathode	5-7 Years
SEPCO™ D.C. to A.C. Inverters	15 Years
SEPCO™ D.C. to D.C. Converters	15 Years

#### Limited Warranty

SEPCO™ warrants its systems to be free of defects in material and workmanship for the period of time as shown above from the date of purchase by the original purchaser. SEPCO™ will repair or replace any system or system part returned prepaid to us within the qualifications above so long as there is no evidence that the part has been misused, abused, damaged by lightning, exposed to operation beyond that implied by the system specifications or altered in any manner without the express written consent of SEPCO™. SEPCO™ disclaims any warranties expressed or implied, including warranties of merchantability and/or fitness for a particular purpose. In no event shall SEPCO™ be held liable for incidental or consequential damages. Warranty claimants must first obtain a return authorization number (RAN) before returning any part to the SEPCO™ factory. Warranty repairs will be handled during normal working hours and returned prepaid by surface transportation. SEPCO™ has the right to substitute components within the system to perform as specified.

- The battery is covered under full replacement from the date it ships from the factory for two years
- The Additional Pro-Rated Warranty States that the day after the 24<sup>th</sup> month that the system has been shipped from the factory the customer will only be responsible for 35% of the original cost. After the 36<sup>th</sup> month the customer will only be responsible for 55% of the original cost. From the 48<sup>th</sup> month to the 60<sup>th</sup> month the customer will only be responsible for 85% of the battery.

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## **Alternative Power Solutions Corp. Standard Terms and Conditions**

### **1. PURCHASE.**

Customer's acceptance of APS's offer to install and sell the Equipment is limited to these terms and conditions. Upon such acceptance, APS will sell the Equipment to Customer in accordance with the terms and subject to the conditions set forth herein, in a good and workmanlike manner, but cannot be responsible for delays caused by weather, acts of God or conditions outside of APS's control. In connection herewith, any purchase order form or other document utilized or to be utilized is used for convenience only, and its terms and conditions will have no force or effect between the parties. Any change to these terms and conditions will not be binding upon APS unless in writing and signed by APS.

### **2. PRICE.**

Unless otherwise included in the order, the price for the Equipment does not include any service, personnel or equipment for the installation of the Equipment. In addition to the price of the Equipment, Customer will be responsible for all taxes, permits and fees, including without limitation AHJ (Authority Having Jurisdiction) permits and sales tax, if applicable, surcharges and assessments, imposed by any governmental authority relating to the use of the Equipment by the Customer. Customer, at its own expense, will obtain any and all licenses, permits or authority which may be required for the installation and use of the Equipment unless stated in writing otherwise.

### **3. INSTALLATION OF EQUIPMENT.**

APS will use its reasonable efforts to install the Equipment on the estimated date or as otherwise agreed by the parties, but APS will incur no liability to Customer for failure to do so on such date. APS may deliver the Equipment to Customer in installments or separate lots. APS reserves the right to accept or reject any request from Customer for delay installation of the Equipment. If APS accepts any such request, an adjustment may be required to the price. Unless otherwise agreed in writing, the Equipment is sold to Customer Ex-Works at APS's facilities, Houston, TX, at which time all risk of loss and damage to the Equipment will pass to Customer. No purchased Equipment may be returned to APS by Customer without APS's prior approval, and warranty matters will be the responsibility of the manufacturer and Customer. A restocking fee will be applied to authorized Equipment returns. Any Equipment returned in other than the "as shipped" condition will be refurbished by APS and such costs will be invoiced to Customer at cost plus ten percent (10%). A decrease in the quantity of an item ordered from that quoted may cause an increase in the price per remaining item.

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#### **4. PAYMENT TERMS.**

APS will invoice Customer as stated in the quote, upon completion of the project or every 30 days. Conditioned upon APS's acceptance of Customer's credit and unless otherwise expressly provided in writing signed by APS, Customer will pay to APS the sum set forth in such invoice upon receipt of invoice. Any sum due to APS hereunder that is not paid by Customer when due will thereafter incur a fee until paid in full at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by applicable law.

#### **5. LIMITED WARRANTY.**

APS warrants to Customer that installation of the Equipment will be performed in a good, professional and workmanlike manner, and installation shall be free from any defect in workmanship for a period of two (2) years; provided that Customer properly maintains, operates and uses the Equipment in conformance with applicable documentation and specifications. In the event of any breach of such limited warranty, APS may, at its sole option, re-perform the installation or refund the price of the installation received by APS to Customer. **EQUIPMENT BEING INSTALLED OR PROVIDED TO CUSTOMER SHALL HAVE, AND BE LIMITED TO, THE WARRANTY PROVIDED TO APS BY THE MANUFACTURER.** The Equipment warranty shall be conditioned upon Customer properly maintaining, operating and using the Equipment in conformance with applicable documentation and specifications. In the event of any breach of such limited warranty, APS may, at its sole option, repair or replace the defective Equipment or refund the price of such Equipment received by APS to Customer. However, all warranties set forth herein will be void if (i) Customer fails to notify APS in writing, specifying the defect of the Equipment or installation or both in reasonable detail, within 30 days of Customer's discovery of such defect, (ii) the Equipment has been repaired, modified or altered by Customer or any third party without APS's prior written consent, or (iii) Customer fails to comply with APS's instruction with respect to the disposition of the allegedly defective Equipment. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, APS MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

#### **6. ACCESS AND UTILITIES.**

APS shall not be liable or responsible for relocation or damage to any utilities, including sewer, telephone, gas, cable, electric, or any other utility or line. Customer shall be responsible for providing safe and lawful access to the work area, and APS shall use reasonable efforts to not damage any property, but APS shall not be responsible for any damage to ground, landscaping, sprinklers or other property in the work area.

#### **7. LIMITATION OF LIABILITY.**

If any loss, damage, injury or death should result to Customer or any other person, whether directly or indirectly, caused by the design, manufacture, installation or use of the Equipment, the liability of APS, if any, for such loss, damage, injury or death will be limited, in the aggregate, to the amount invoiced to and paid by Customer for the Equipment and/or installation. In no event will APS be liable to Customer for any incidental, consequential, indirect, special, or punitive damages or liabilities of any kind or for loss of revenue or profit, loss of business or other financial loss.

PA





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Houston, TX 77036  
Office: (713) 595-6375  
www.apowersolutions.com

TECL #25290

**8. INDEMNITY.**

Customer will defend, indemnify and hold APS harmless from any loss, claim, damage, cost (including attorney's fees) or liability arising out of any act or omission of Customer in using the Equipment.

**9. FORCE MAJEURE.**

APS's delivery of the Equipment hereunder is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation or delivery of materials, floods, severe weather or other acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of APS. APS will not be liable to Customer for any damages arising from APS's delay in delivering or failure to deliver the Equipment as a result of any such cause.

**10. PARTIES BOUND.**

The terms and conditions set forth herein are binding on the parties and their respective heirs, executors, administrators, successors and assigns, and may not be assigned by Customer without APS's prior written consent.

**11. GOVERNING LAW.**

The terms and conditions contained herein shall be construed in accordance with, and all disputes hereunder shall be governed by, Texas law, jurisdiction being in Ft. Bend County.

**12. ENTIRETY AND AMENDMENTS.**

These terms and conditions represent the final and entire agreement between the parties with respect to their subject matter and may not be contradicted by evidence of prior or contemporaneous agreements by the parties. These terms and conditions will control any conflict between the terms and conditions contained herein and those contained in any other agreement or document.

A handwritten signature in black ink, appearing to be "JM", is located in the bottom right corner of the page.